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7                   UNITED STATES DISTRICT COURT  
8                   WESTERN DISTRICT OF WASHINGTON  
9                   AT SEATTLE

10 PREMIER MORTGAGE RESOURCES,  
11 LLC, an Oregon limited liability company,

12                   Plaintiff,

13                   v.  
14 CANOPY MORTGAGE, LLC, a Utah limited  
15 liability company; and DOES 1 through 10,  
16 inclusive;

17                   Defendants.

18                   Case No. 2:25-cv-00908

19                   **NOTICE OF REMOVAL**

20 TO:           Clerk of Court

21 AND TO:       Plaintiff

22 AND TO:       Plaintiff's Attorney of Record

23                   Defendant Canopy Mortgage, LLC ("Canopy"), hereby removes to this Court the state-  
24 court action described below. Canopy states the following grounds for removal:

25                   **BACKGROUND**

26                   1. Plaintiff Premier Mortgage Resources, LLC ("Premier") filed a civil action in the  
27 Superior Court of the State of Washington for Snohomish County, where it was assigned Case No.  
28 25-2-03439-31. A copy of the Complaint is attached to this Notice.

29                   2. The Summons and Complaint were served on Canopy on April 17, 2025. The  
30 Complaint alleges that Premier's damages are in the "millions" of dollars. Compl. ¶ 20.

1       3. Premier asserts in its Complaint that it is an Oregon limited liability company that  
 2 is headquartered in Idaho. Compl. ¶ 1. “[A]n LLC is a citizen of every state of which its  
 3 owners/members are citizens.” *Johnson v. Columbia Props. Anchorage, LP*, 437 F.3d 894, 899  
 4 (9th Cir. 2006). Where the facts supporting diversity jurisdiction are not reasonably ascertainable  
 5 by the party asserting jurisdiction, the party may allege diversity based on information and belief.  
 6 *Carolina Cas. Ins. Co. v. Team Equip., Inc.*, 741 F.3d 1082, 1087 (9th Cir. 2014); *see also Ehrman*  
 7 *v. Cox Commc’ns, Inc.*, 932 F.3d 1223, 1227–28 (9th Cir. 2019). Canopy does not have access to  
 8 information regarding Premier’s members. But publicly available documents indicate that  
 9 Premier’s sole member is a domiciliary of Idaho. In 2018, Premier filed a corporate disclosure  
 10 statement in the U.S. District Court for the District of Oregon, indicating that it is “owned and  
 11 managed by Greg Mirecki, Richard C. Forde, Mark J. Feller, Paul Marrs, and Cory M. Swain of  
 12 the State of Oregon.” Defendant Premier Mortgage Resources, LLC’s Corporate Disclosure  
 13 Statement, *Gresham v. Premier Mortgage Resources, LLC*, No. 3:17-cv-1581-PK, Dkt. 20 (D. Or.  
 14 Oct. 31, 2017). Its 2017 annual report filed with the Oregon Secretary of State listed the first four  
 15 of these persons as members and Mr. Swain as manager. In 2022, Premier filed an “Information  
 16 Change” with the Oregon Secretary of State. This new filing listed Mr. Swain as both Premier’s  
 17 sole member and sole manager and listed his address as in Meridian, Idaho. Premier’s subsequent  
 18 annual reports filed with the Oregon Secretary of State list only Mr. Swain as a member and  
 19 continue to list his address as in Meridian, Idaho. This is true of Premier’s annual report filed on  
 20 March 24, 2025. Premier’s website, states “Cory Swain, an Idaho native” was “a managing  
 21 partner” of Premier who in 2021 “acquired the company outright.” The bottom of the page lists  
 22 Premier’s corporate office at an address in Meridian, Idaho. Thus, on information and belief,  
 23 Premier has as its sole member, Mr. Swain, who is domiciled in Idaho. Accordingly, on  
 24 information and belief, Premier is a citizen of Idaho for the purposes of 28 U.S.C. § 1332(a).

25       4. Canopy is a Utah limited liability company. Canopy’s sole member is Canopy  
 26 Holdings, LLC. “If a member of an LLC is another LLC, then the citizenship of that LLC’s  
 27 members must be shown.” *Brady v. Leahy*, No. ED CV 19-1905 FMO (SPx), 2019 WL 5678374,

1 at \*2 (C.D. Cal. Oct. 31, 2019). Canopy Holdings, LLC has two members: (1) Shannon Brown,  
2 and her successors, as trustee of The Alta Trust u/a/d December 22, 2020; and (2) Lisa Reeves,  
3 and her successors, as trustee of The June Twenty Eight Trust u/a/d December 22, 2020. “[A]  
4 trustee is a real party to the controversy for purposes of diversity jurisdiction when he [or she]  
5 possesses certain customary powers to hold, manage, and dispose of assets for the benefit of others  
6 . . . in other words, when a trustee oversees a traditional trust . . . .” *Demarest v. HSBC Bank USA,*  
7 *N.A. as Tr. for registered holders of Nomura Home Equity Loan, Inc., Asset-Backed Certificates,*  
8 *Series 2006-HE2*, 920 F.3d 1223, 1229 (9th Cir. 2019) (citations and quotations omitted). In this  
9 case, the trustees of both trusts have customary powers to hold, manage, and dispose of assets for  
10 the benefit of trust beneficiaries, so the trusts are traditional trusts, whose trustees’ citizenship  
11 controls for the purposes of diversity jurisdiction. Ms. Brown and Ms. Reeves each live and intend  
12 to remain in Utah and so are domiciled there. *Kanter v. Warner-Lambert Co.*, 265 F.3d 853, 857  
13 (9th Cir. 2001). Accordingly, Canopy is a citizen of Utah for the purposes of 28 U.S.C. § 1332(a).

14       5. The caption to the Complaint lists “Does 1 through 10, inclusive” as additional  
15 defendants, though the Complaint alleges about these Does only that they are individuals or entities  
16 “whose identities are presently unknown to Plaintiff but may be identified through discovery.”  
17 Compl. ¶ 4. The citizenship of these persons is disregarded under 28 U.S.C. § 1441(b)(1).  
18 *Newcombe v. Adolf Coors Co.*, 157 F.3d 686, 690 (9th Cir. 1998).

## JURISDICTION

20       6.     **Complete diversity.** Complete diversity exists when there is no “single plaintiff  
21 from the same State as a single defendant.” *Exxon Mobil Corp. v. Allapattah Servs., Inc.*, 545 U.S.  
22 546, 553 (2005). On information and belief, Premier is a citizen of Idaho. *See Carolina Cas. Ins.*,  
23 741 F.3d at 1087; *see also Ehrman*, 932 F.3d at 1227–28. Canopy is a citizen of Utah. *Demarest*,  
24 920 F.3d at 1229. The citizenship of Doe defendants is not considered for the purposes of removal  
25 jurisdiction. *Newcombe*, 157 F.3d at 690. There is therefore complete diversity of citizenship under  
26 28 U.S.C. § 1332(a).

1       7.     **Amount in controversy.** The amount in controversy exceeds \$75,000, exclusive  
 2 of interest and costs. 28 U.S.C. § 1332(a). Premier asserts in its Complaint that its damages are in  
 3 the “millions of dollars,” Compl. ¶ 20, which is in excess of the jurisdictional threshold.

4       8.     **Removal bars.** This Court has jurisdiction under 28 U.S.C. § 1332 and  
 5 28 U.S.C. § 1441 because the parties are completely diverse and the amount in controversy exceeds  
 6 the jurisdictional threshold. No defendant is a citizen of Washington. *See* 28 U.S.C. § 1441. This  
 7 is not an action listed under 28 U.S.C. § 1445. There are no statutory bars to removal.

#### 8                   **PROCEDURAL REQUIREMENTS FOR REMOVAL**

9       9.     **Timeliness.** The removal procedure statute “provides two thirty-day windows  
 10 during which a case may be removed.” *Harris v. Bankers Life & Cas. Co.*, 425 F.3d 689, 692 (9th  
 11 Cir. 2005); *see also* 28 U.S.C. § 1446(a). The first window is “during the first thirty days after the  
 12 defendant receives the initial pleading.” *Id.* Canopy was served with the Complaint on April 17,  
 13 2025, fewer than 30 days before this Notice is filed. Accordingly, this Notice of Removal is timely.

14       10.    **Filed documents.** As required by 28 U.S.C. § 1446(a), “a copy of all process,  
 15 pleadings, and orders served upon defendant[s]” is included with this Notice of Removal. *See also*  
 16 W.D. Wash. Local Civ. R. 101(b). Similarly, “[a] certificate of service which lists all counsel and  
 17 pro se parties who have appeared in the action” and “[a] completed Civil Cover Sheet” are  
 18 attached. W.D. Wash. Local Civ. R. 101(b)(2), (4). Any additional records will be filed within the  
 19 time limit specified by Local Civil Rule 101(c).

20       11.    **Consent.** Canopy is the sole non-Doe defendant. The consent of defendants who  
 21 have not been properly served is not required. 28 U.S.C. § 1446(b)(2)(A); *Destfino v. Reiswig*, 630  
 22 F.3d 952, 957 (9th Cir. 2011). Since the Doe defendants are alleged to be unknown, Compl. ¶ 4,  
 23 they cannot have been served. To the extent Canopy needs its own consent to this removal, it  
 24 “consent[s] to the removal of the action.” 28 U.S.C. § 1446(b)(2)(A).

25       12.    **Signature.** This Notice of Removal is signed under Federal Rule of Civil  
 26 Procedure. *See* 28 U.S.C. § 1446(a).

13. **Intradistrict assignment.** The Snohomish County Superior Court is located within the United States District Court for the Western District of Washington, *see* 28 U.S.C. § 128(b), and venue for this action is proper in this Court under 28 U.S.C. § 1441(a) because the Western District of Washington is the “district and division embracing the place where such action is pending.” The Seattle Division is the appropriate Division of this Court because plaintiff filed the Complaint in Snohomish County, Washington. *See* W.D. Wash. Local Civ. R. 3(e).

14. **Pleadings and process.** Notice of this removal will be filed with the Clerk of the Snohomish County Superior Court, Case No. 25-2-03439-31 and will be given to all other parties, in accordance with 28 U.S.C. § 1446(d).

15. **No waiver.** By removing this action to this Court, Canopy does not waive any defenses, objections, or motions available to it.

DATED: May 14, 2025

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**CERTIFICATE OF SERVICE**

I, Jennifer Endres, hereby declare under penalty of perjury that on the 14th day of May, 2025, I caused to be served a copy of the foregoing, on the following person(s) at the following address(es):

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DATED this 14th day of May, 2025.

Jennifer Endres  
Jennifer Endres, Legal Assistant